

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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In re:

LIBOR-Based Financial Instruments  
Antitrust Litigation

This document relates to:

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Principal Financial Group, Inc., et al.,

Plaintiffs,

v.

Bank of America Corporation et al.,

Defendants.

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Civil Case No. 11-MD-2262 (NRB)

Principal Funds, Inc., et al.,

Plaintiffs,

v.

Bank of America Corporation et al.,

Defendants.

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Civil Case No. 1:13-cv-06013 (NRB)

**DECLARATION OF STACEY P. SLAUGHTER IN SUPPORT OF PRINCIPAL PLAINTIFFS'  
OPPOSITION TO DEFENDANTS' MOTIONS TO DISMISS**

I, Stacey P. Slaughter, hereby declare as follows:

1. I am an attorney at the law firm of Robins, Kaplan, Miller & Ciresi L.L.P., counsel of record for Plaintiffs in the above-captioned cases (the "Principal Plaintiffs").
2. I submit this declaration in support of the Principal Plaintiffs' arguments in the Direct Action Plaintiffs' Joint Memorandum of Law in Opposition to Defendants' Motion to Dismiss Direct Action Claims Based on Prior Rulings and Joint Memorandum of Law in Opposition to Defendants' Motion to Dismiss the Direct Actions for Lack of Personal Jurisdiction.
3. Attached to this Declaration as Exhibit 1 is a true and correct copy of an ISDA Master Agreement between Barclays Bank PLC and Principal Mutual life Insurance Company dated July 13, 1995 and a subsequent Swap Confirmation. Page 13 of the Agreement states that the parties submit "to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City." Page 25 of the Agreement provides for notices or communications "for U.S. Dollar and Canadian Dollar Transactions" to be sent to Barclays Bank PLC at a New York address. Page 26 of the Agreement selects New York law as the governing law. Page 3 of the Confirmation provides for payments to Barclays to be sent to "Barclays Bank PLC New York."
4. Attached to this Declaration as Exhibit 2 is a true and correct copy of an ISDA Master Agreement between Credit Suisse International and Principal Global Investors, LLC dated January 16, 2007. Page 13 states that the parties submit "to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City." Page 26 appoints a process agent for Credit Suisse International in New York. Page 27 selects New York law as the governing law.

5. Attached to this Declaration as Exhibit 3 is a true and correct copy of an ISDA Master Agreement between Deutsche Bank AG, New York Branch and Principal Mutual Life Insurance Company dated February 2, 1995. Throughout the Agreement Deutsche Bank AG is described as "Deutsche Bank AG, New York Branch." Page 7 states that all notices or communications to Deutsche Bank AG should be sent to Deutsche Bank AG, New York Branch, 31 West 52nd St., New York, New York 10019. Page 8 selects New York law as the governing law.

6. Attached to this Declaration as Exhibit 4 is a true and correct copy of an ISDA Master Agreement between the Royal Bank of Canada and Principal Life Insurance Company dated August 17, 1999. Page 13 states that the parties submit "to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City." Page 24 appoints a process agent for the Royal Bank of Canada in New York. Page 24 selects New York law as the governing law.

7. Attached to this Declaration as Exhibit 5 is a true and correct copy of an ISDA Master Agreement between the Royal Bank of Scotland PLC and Principal Life Insurance Company dated March 28, 2007 and an accompanying Credit Support Annex. Page 14 of the Agreement states that the parties submit "to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City." Page 26 of the Agreement states that the Royal Bank of Scotland PLC "may act through its London and New York Offices." Page 27 of the Agreement selects New York law as the governing law. Page 18 of the Credit Support Annex states that, for each party, "Posted Collateral may be held only in the State of New York."

8. Attached to this Declaration as Exhibit 6 is a true and correct copy of excerpts from an Offering Circular Supplement in which Deutsche Bank Securities "offers" the

certificates as a lead underwriter and indicates that investors may obtain information about the certificates from Deutsche Bank at its Wall Street address in New York, NY. "Credit Suisse" is also listed as a co-underwriter.

9. Attached to this Declaration as Exhibit 7 is a true and correct copy of a Pricing Supplement for a Variable Rate Debt Security which Barclays Capital, Inc. is listed as the dealer and the governing law is listed as New York.

10. Attached to this Declaration as Exhibit 8 is a true and correct copy of an excerpt of the Offering Circular for medium-term notes that UBS AG, through its New York branch, offered to sell.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: December 8, 2014

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

/s/ Stacey P. Slaughter

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